## AMENDMENT, EXTENSION AND RATIFICATION OF OIL AND GAS LEASE

## THE STATE OF TEXAS §

#### COUNTY OF TARRANT §

Reference is made to that certain Oil and Gas Lease by and between Joe L. Wright ("Lessor") and Star of Texas Energy Services, Inc., dated November 12, 2004, recorded as instrument # D204366896 of the Official Records of Tarrant County, Texas, and covering the following described land:

94.372 acres, more or less, situated in the Richard F. Allen Survey, Abstract No. 29, City of Keller, Tarrant County, Texas and being a portion of that tract conveyed to A. B. Harmonson by deed recorded in Volume 1414, Page 257, of the Deed Records of Tarrant County, Texas (DRTCT), a portion of that tract conveyed to A. B. Harmonson by deed recorded in volume 2573, Page 239, DRTCT, and a portion of that tract conveyed to A. B. Harmonson by deed recorded in Volume 1960, Page 195, DRCTC,

Whereas EnCana Oil & Gas (USA) Inc. is successor to the interest of Star of Texas Energy Services, Inc. in said Oil and Gas Lease.

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree as follows:

- (1) In Paragraph 2, TERM, delete the language, beginning with word number fifteen (15) of line number one (1), which states, "...one (1) year..." and insert, "...five (5) years and eight (8) months...".
  - It is the intent of this modification that the primary term of the Lease will now expire on July 11, 2009.
- (2) It is expressly understood and agreed that all shut-in royalty payments as provided under paragraph 12 of the referenced lease have been made and Lessee has no option to make shut-in payments under any circumstances during the term of this lease for the purpose of maintaining this lease.

Except for this change, all prior amendments, modifications and extensions of record are adopted, ratified and confirmed. Further, the above referenced Lease is hereby adopted, ratified and confirmed as amended hereby and by all prior amendments; and Lessor does hereby grant, lease, and let the above described lands to EnCana Oil & Gas (USA) Inc.

on the terms and conditions set forth in the Lease as amended hereby, and by all prior amendments of record.

Executed this 13th day of May, 2009.

Lessor:

Joe L. Wroght

Lessee:

EnCana Oil & Gas (USA) Inc.

Mark A. Virant, Attorney-In-Fact

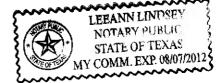
#### **ACKNOWLEDGEMENTS**

THE STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this the 13th day of May, 2009, by Joe L. Wright.

Notary Public, State of Texas



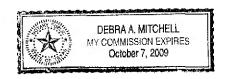
## THE STATE OF TEXAS §

# COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this the /8<sup>4</sup>/h day of May, 2009, by Mark A. Virant, as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

After recording, please return to: June Scobey EnCana Oil & Gas (USA) Inc. 14001 N. Dallas Parkway, Suite 1100 Dallas, TX 75240





#### ENCANA OIL & GAS USA INC 14001 N DALLAS PKWY #1100

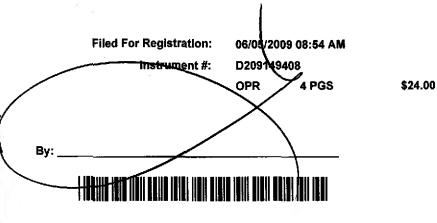
**DALLAS** 

TX 75240

Submitter: ENCANA

# SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

# <u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D209149408

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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